

That the Mayor be authorized to sign the Application, Legal Basis and Eligibility Statement and Invoice Option Forms and the Accreditation/Recognition Program for Law Enforcement/Recognition Agreement between the City of El Paso and the Commission on Accreditation for Law Enforcement Agencies, Inc. on behalf of the El Paso Police Department to allow the Police Department to seek accreditation from the Commission.

[Police Department, Interim DC Cross, (915) 564-7039] Funds are available under Federal Confiscated Funds account number 21150060-16371

Back up memo:

April 22, 2004

To: City Clerks Office

From: Interim DC Cross

Subject: City Council Agenda – April 27, 2004

The following is an explanation for the items on the City Council Agenda regarding the Police Department:

CALEA accreditation promotes higher standards of performance, effectiveness, and efficiencies while helping to reduce liability exposure through improved internal organization processes.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the Application, Legal Basis and Eligibility Statement and Invoice Option Forms and the Accreditation/Recognition Program for Law Enforcement/Recognition Agreement between the City of El Paso and the Commission on Accreditation for Law Enforcement Agencies, Inc. on behalf of the El Paso Police Department to allow the Police Department to seek accreditation from the Commission.

ADOPTED this 27th day of April 2004.

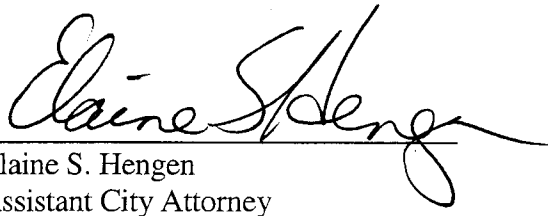
CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Assistant City Attorney

Please check applicable program:

☒ Accreditation Program
☐ Recognition Program

Please do not write in this space.

Date Recd. _____

COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES, INC.

APPLICATION FORM

AGENCY NAME:* City of El Paso Police Department

STREET ADDRESS: 911 N. Raynor St.

P.O. BOX NO: _____ P.O. BOX ZIP: _____ CITY: El Paso
COUNTY: El Paso STATE: TX ZIP: 79903

AGENCY FAX NO: (915) 564-7220 SPECIAL INSTRUCTIONS: _____

(If a P.O. Box delivery is preferred, check here: ☐ But, please also include street address for U.P.S. deliveries.)

AGENCY'S CHIEF EXECUTIVE OFFICER: Richard Wiles

TITLE: Interim Chief of Police TELEPHONE: (915) 564-7000

AGENCY'S ACCREDITATION/RECOGNITION MANAGER: Joanne Martinez

TITLE: Administrative Analyst TELEPHONE: (915) 298-9612

Attached are our: (1) Legal Basis and Eligibility Statement; (2) Accreditation/Recognition Agreement, duly signed; (3) Commission's copy of the invoice; and (4) check or purchase order in the amount of \$ 15,900.00 to cover costs attendant to our agency's application.

The commitment our agency must make in working with the Commission toward accreditation/recognition is understood and accepted. Also, we are prepared to provide information promptly concerning our agency that the Commission requires in making its determination for awarding recognition. It is also understood that our agency is entering into a nonadversarial working relationship with the Commission and that our agency can terminate its applicant status at any time upon notice as indicated in the aforementioned Agreement, Section 4.2.

For the agency:

Date: _____

By: _____
(signature)

Joe Wardy

(typed name)

Mayor

(title)

*If the agency is a department of public safety, provide the full name of the law enforcement component (e.g., Oak Park Department of Public Safety, Police Division)

April 2000

Approved as to form:

Elaine S. Hengen, ASST. CITY ATTORNEY

Approved as to content:

Interim Chief Richard Wiles

ADM-51(4/00)

COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES, INC.

LEGAL BASIS AND ELIGIBILITY STATEMENT

The agency's statutory or legal basis is as follows (see reverse side for examples):

Local Government Code, Chapter 341

§ 341.003. POLICE FORCE OF HOME-RULE MUNICIPALITY. A home-rule municipality may provide for a police department.
Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 341.903. AUTHORITY OF HOME-RULE MUNICIPALITY TO POLICE MUNICIPALLY OWNED PROPERTY OUTSIDE MUNICIPALITY. A home-rule municipality may police the following areas owned by and located outside the municipality:

- (1) parks and grounds;
- (2) lakes and land contiguous to and used in connection with a lake; and
- (3) speedways and boulevards.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

**The agency's eligibility is in accord with the Commissions criteria as follows
(see reverse side for criteria and types of eligible agencies):**

Agency is a municipal police department established in accordance with Texas Local Government Code and its officers have arrest, search and seizure powers in accordance with Texas law.

Agency Name: City of El Paso Police Department

Date: _____

By: _____

(signature)

Joe Wardy

(title)

Mayor

(title)

Please do not write in this space.

Verified by: _____

Date: _____

APPROVED AS TO FORM:

Elaine S. Hengen

Elaine S. Hengen, Asst. City Attorney

Statutory or Legal Basis Example:

An example of the legal basis of a municipal police department in Massachusetts:

Chapter 4, S.1 of the General Laws of the Commonwealth of Massachusetts grants to cities and towns of the state the right to function as governmental bodies, exercising the various types of power common to governments. The cities and towns are given the authority to make contracts in the exercise of their corporate powers (G.L. C.40, S.4), and to appropriate money for the salaries of officials whose positions are established by law (G.L. C.40, S.5).

More specifically, the cities and towns are allowed to make any orders and bylaws necessary for the preservation of peace and good order, and for the maintenance of an internal police (G.L. C.40, S.21).

Eligibility Criteria:

Law enforcement agencies that are eligible to apply for and participate in the accreditation or recognition program are defined as: (1) those whose eligibility is derived from legal authority; and (2) those whose eligibility is verified by the Commission. More specifically, eligible law enforcement agencies are defined as:

(1) A legally constituted governmental entity having mandated responsibilities to enforce law and having personnel with general or special law enforcement powers. Examples of these include:

- ◆ State police agencies
- ◆ State highway patrol agencies
- ◆ State departments of law enforcement
- ◆ County law enforcement agencies
- ◆ Sheriff's departments and offices
- ◆ Municipal law enforcement agencies
- ◆ Specialized law enforcement agencies (e.g., university, transit, port authority, park, fish and game, housing)

(2) Agencies providing law enforcement services whose eligibility are verified by the Commission.

INVOICE OPTION 1

Option 1 may be used by the agency that chooses to participate directly in the Commission's Accreditation Program. The fees listed are the **Initial Accreditation Fees** and the **Annual Continuation Fees** after the award of **Accreditation®**. **Option 1** lists fees for agencies that elect to remit the entire payment at the time of application. The third column lists the Annual Continuation Fees for accredited agencies after their initial accreditation. The initial payment is due the first month after initial accreditation and then every year thereafter on the same date. **This invoice document listing Option 1 represents the agency's choice for entry into the law enforcement accreditation program and will be attached to, and become part of the Accreditation/Recognition Agreement, and deemed appended by reference to section 6.1 thereof.**

| Number of authorized full-time employees* | Initial Accreditation Fee | Annual Continuation Fee** (Reaccreditation) |
|---|---|---|
| | Single Payment without Estimated Onsite Assessment Charge | Annual Payments Includes Estimated Onsite Assessment Charge |
| 1-24 | \$ 4,675 | \$3,435 |
| 25 - 199 | \$ 7,650 | \$4,030 |
| 200 - 999 | \$12,325 | \$4,965 |
| 1000 + | \$16,150 | \$5,730 |

• **Fee Calculation:**

Fee calculation for a single payment: Our agency is authorized 1714 full-time employees, including 1349 sworn and 364.8 nonsworn. The indicated single fee is \$ 16,150. The full amount is herein remitted to the Commission as noted below. (The previous paid application fee of \$250 will be deducted.)

• **Memorandum of Remittance:** Check No. _____ in the amount of \$ _____ is herein remitted to The Commission; or, Purchase Order No. _____ is herein remitted to the Commission in an amount of \$ _____.

Notes:

***Calculating Authorized full-time Employees:**

Authorized full-time employees include sworn and nonsworn personnel; if your agency maintains a jail that houses sentenced prisoners or is a department of public safety that employs fire, emergency medical or other personnel, please call the Commission for information about whether to include them in the total.

****Annual Continuation Fees:**

Continuation Fees are defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation subject to change after each reaccreditation award. The Commission will notify agency prior to fee due date.

APPROVED AS TO FORM:

Elaine S. Hengen
Elaine S. Hengen, Asst. City Attorney

For the Agency

Agency: City of El Paso Police Department

By: _____

Signature

Joe Wardy, Mayor

Print or type name

Date

Phone: (915) 541-4000

RETURN TO CALEA WITH AGREEMENT AND REMITTANCE OR PURCHASE ORDER

AGENCY COPY
SIGN AND SEND TO COMMISSION;
THIS COPY WILL BE RETURNED FOR YOUR FILES
WHEN FULLY EXECUTED

THE ACCREDITATION/RECOGNITION PROGRAM FOR LAW ENFORCEMENT ACCREDITATION/RECOGNITION AGREEMENT

This Agreement is entered into between the City of El Paso Police Department
(full name of agency)

with principal offices at 911 N. Raynor

El Paso, TX

Zip 79903 telephone number (915) 298-9612

hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 10302 Eaton Place, Suite 100, Fairfax, Virginia 22030-2215, telephone number (800) 368-3757, hereafter referred to as the "Commission."

WITNESSETH

The Agency and the Commission, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to the Commission as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by the Commission's assessing the Agency's compliance with applicable standards established by the Commission in order for the Commission to determine if the Agency is eligible for designation as accredited/recognized, and (b) by the Agency's maintaining compliance with those standards by which they were accredited/recognized. For the Agency seeking recognition through an Allied Program, the responsibilities of this Agreement designated for the "Commission" shall be shared by CALEA and the state/provincial organization.

2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:

- 2.1 Provide all information, documents, files, records, and other data as required by the Commission so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.
- 2.2 Fully and accurately respond to all communications from the Commission within ten (10) business days from the receipt thereof.

3. COMMISSION'S RESPONSIBILITIES: The Commission agrees to:

- 3.1 Provide necessary documentation, forms, and instructions regarding the accreditation/recognition process.
- 3.2 Provide Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.
- 3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.

March 2003

- 3.4 Conduct a hearing and certify the Agency as accredited/recognized if the relevant standards are complied with.
- 3.5 If the Agency is accredited/recognized (a) provide a certificate, and (b) make available indicia of accreditation/recognition.
- 3.6 If the Agency is not accredited/recognized following an examination of compliance with applicable standards, provide the Agency with reasons for the Commission's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

- 4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of the Commission, acting on its behalf, sign the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."
- 4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:
 - (a) Upon expiration of the 36th month for accreditation or 24th month for recognition following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the payment of an annual contract extension fee for additional time; or
 - (b) Upon written notice by the Agency that it withdraws from the accreditation/recognition process; or
 - (c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
 - (d) Upon expiration or revocation of the Agency's accredited/recognized status; or
 - (e) Notwithstanding any other provisions herein, at the option of either the Agency or the Commission, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.
- 4.3 The Commission may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the Accreditation Process Book. (4.3 shall not apply to the Agency seeking Recognition through an Allied Program.)

5. MODIFICATION:

- 5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.
- 5.2 The Agency recognizes and acknowledges that it will be necessary for the Commission to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation/recognition standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, the Commission reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

6. TIME AND MANNER OF PAYMENT:

- 6.1 The Agency may elect one of five options for payment of the initial accreditation/recognition fee, which is not refundable. Each option is contained on a separate invoice and describes the options available for initial entry into the accreditation/recognition program. The invoice option selected is attached hereto as an appendix to the Agreement. All accreditation/recognition

fees must be paid in full prior to requesting on-site assessment. The Commission reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

6.1 (a) Option 1 - Accreditation - Single Payment (Excluding On-Site Assessment Charge)

 X Our agency elects option 1 and has attached Invoice 1 to this agreement. The amount of \$15,900 is herein remitted to the Commission.

6.1 (b) Option 2 - Accreditation - Two Installments (Excluding On-Site Assessment Charge)

 Our agency elects option 2 and has attached Invoice 2 to this agreement. The amount of \$ is herein remitted to the Commission.

6.1 (c) Option 3 - Accreditation - Three Installments (Estimated On-Site Assessment Charges Included)

 Our agency elects option 3 and has attached Invoice 3 to this agreement. The amount of \$ is herein remitted to the Commission.

6.1 (d) Option 4 - Recognition (Excluding On-Site Assessment Charges)

 Our agency elects option 4 and has attached Invoice 4 to this agreement. The amount of \$ is herein remitted to the Commission.

6.1 (e) Option 5 - Recognition Through Allied Programs (Excluding On-Site Assessment Charges)

 Our agency elects option 5 and has attached Invoice 5 to this agreement. The amount of \$ is herein remitted to the Commission.

6.2 If the Agency is determined ineligible to apply for participation in the accreditation/recognition program, a full refund of all sums paid will be returned to the Agency, less the application fees.

7. THE COMMISSION AS AN INDEPENDENT CONTRACTOR:

- 7.1 In all matters pertaining to this Agreement, the Commission shall be acting as an independent contractor and neither the Commission nor any officer, employee, or agent of the Commission will be deemed an employee of the Agency. The selection and designation of the personnel of the Commission in performance of its responsibilities under this Agreement shall be made by the Commission.
- 7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of the Commission will act in the name of the Commission.

8. AUTHORITY:

- 8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

9. INTEGRATION:

9.1 This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY:

10.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11. WARRANTY NOT INTENDED OR IMPLIED:

11.1 It is understood that the Commission's award of accreditation/recognition does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation/recognition and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

12. WAIVER:

12.1 Any waiver by the Commission or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

13. NOTICE:

13.1 Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

14. HEADINGS:

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

15. CONSENT TO BE BOUND:

15.1 The Agency has read the following documents and agrees to be bound by the terms and conditions of them, as amended from time to time, during the term of this Agreement:

- (a) *The Standards for Law Enforcement Agencies, Inc.*, as amended from time to time;
- (b) *Accreditation Process Book*, as amended from time to time; and
- (c) *Self-assessment Manual*, as amended from time to time.

(15.1 shall not apply to the Agency seeking Recognition through an Allied Program.)

15.2 The Agency accepts the Commission's decisions as the final authority on all matters relating to the Commission's standards and accreditation and recognition programs.

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on

April 27, 20 04.

Witness:

By _____

By _____

Joe Wardy
(typed name)

Mayor
(title)*

Witness:

By _____

By _____

Attest

Richarda Duffy Momsen
City Clerk

(typed name)

(title)**

IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed by the Executive Director of the Commission, acting on its behalf, on _____, 20 ____.

Witness:

The Commission on Accreditation for Law
Enforcement Agencies, Inc.

By _____

By _____
Executive Director

*Title of the Agency's Chief Executive Officer.

**Title of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

Approved as to form:

Elaine S. Hengen
Elaine S. Hengen, Assistant City Attorney

Approved as to content:

Adm 60-3/03

Richard Wiles
Interim Chief Richard Wiles